

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket HWCA 01/02-3002
)	
Los Angeles Department)	CONSENT ORDER
of Water and Power)	
1630 North Main Street)	
Los Angeles, California 90012)	
EPA ID No. <u>CAD000633305</u>)	Health and Safety Code
)	Section 25187
Respondent.)	
_____)	

The State Department of Toxic Substances Control (Department) and Los Angeles Department of Water and Power (Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, stores, and/or disposes of hazardous waste at 1630 North Main Street, Los Angeles, California, 90012 (Site).
2. The Department inspected the Site on December 18, 2000, January 3, 2001 and January 4, 2001.
3. The Department alleges the following violations:
 - 3.1. The Respondent violated Health and Safety Code section 25202(a), in that on or about December 18, 2000, Respondent operated a hazardous waste storage tank without authorization from the Department, to wit: Respondent had stored PCB contaminated oil in a 10,000-gallon underground storage tank for at least 133 days by the date of December 18, 2000 (43 days over 90 days limit).
 - 3.2. The Respondent violated California Code of Regulations, title 22, sections 66262.34 (a), and 66265.193 (c), in that on or about January 3, 2001, Respondent failed to provide a leak detection system for its tank system, to wit: no system was installed to detect the failure of either

the primary and secondary containment structure or any release of hazardous waste or accumulated liquid in the secondary containment system.

3.3. The Respondent violated California Code of Regulations, title 22, section 66262.11, in that on or about December 18, 2000, Respondent failed to characterize its waste, to wit: seven drums of spent filters were consolidated into a roll-off bin as non-hazardous waste without first obtaining characterization. On December 21, 2000, Respondent obtained analysis results for three samples from the roll-off bin and discovered the wastes in the roll-off bin were Non-RCRA hazardous wastes.

3.4. The Respondent violated Health and Safety Code section 25160, in that on or about December 18, 2000, Respondent failed to complete a manifest for transporting hazardous waste off-site, to wit: used electrical insulating oil (cable/mineral oil) was shipped to Demenno/Kerdoon without a manifest.

3.5. The Respondent violated California Code of Regulations, title 22, section 66264.31, in that on or about December 18, 2000, Respondent failed to operate its facility so as to minimize the possibility of any unplanned release of hazardous waste constituents, to wit: spent sandblasting sand (containing cadmium at a concentration of 270 mg/kg TTLC, 12 mg/L TCLP) had been scattered on the ground.

4. A dispute exists regarding the alleged violations.

5. The parties wish to avoid the expense of litigation and to ensure prompt compliance.

6. Jurisdiction exists pursuant to Health and Safety Code (HSC) section 25187.

7. Respondent waives any right to a hearing in this matter.

8. This Consent Order shall constitute full settlement of the violations alleged above, but does not limit the Department from taking appropriate enforcement action concerning other violations.

SCHEDULE FOR COMPLIANCE

9. Respondent shall comply with the following:

9.1.1. Effective immediately, Respondent shall not store hazardous waste as a generator for over 90 days without authorization from the Department.

9.1.2. Effective immediately, Respondent shall not store or treat hazardous wastes in any tank and/or vault until it has installed a leak detection system, and a liquid removal system for that tank and/or vault and has implemented an inspection schedule for its hazardous wastes tank system and associated secondary containment.

9.1.3. Effective immediately, Respondent shall characterize its wastes when generated and manage said wastes accordingly.

9.1.4. Effective immediately, Respondent shall not ship hazardous waste off-site without the proper use of a uniform manifest.

9.1.5. Effective immediately, Respondent shall operate its facility so as to minimize any possibility of any release of hazardous waste constituents.

9.2. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent simultaneously to:

Florence Gharibian, Branch Chief
Statewide Compliance Division – Region 3
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

9.3. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

9.4. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

9.5. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

9.6. Endangerment during Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further implementation for such period of time as needed to abate the endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

9.7. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

9.8. Site Access: Access to the Site shall be provided at all reasonable times to employees, contractors, and consultants of the Department, and any agency having jurisdiction. Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law. The Department and its authorized

representatives may enter and move freely about all property at the Site at all reasonable times for purposes including but not limited to: inspecting records, operating logs, and contracts relating to the Site; reviewing the progress of Respondent in carrying out the terms of this Consent Order; and conducting such tests as the Department may deem necessary. Respondent shall permit such persons to inspect and copy all records, documents, and other writings, including all sampling and monitoring data, in any way pertaining to work undertaken pursuant to this Consent Order.

9.9. Sampling, Data, and Document Availability: Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

9.10. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 12.3, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

9.11. Incorporation of Plans and Reports: All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

9.12. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order, the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

9.13. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule.

PAYMENTS

10. Within 30 days of the effective date of this Order, Respondent shall pay the Department a total of \$72,000.

10.1. The penalty shall be reduced by \$10,000 if and only if the Respondent sends at least five (5) employees to the California Compliance School Modules I-IV, and submits to the Department, within 180 days of the effective date of the Agreement, Certificates of Satisfactory Completion for Modules I-IV issued by the California Compliance School. If Respondent fails to submit the Certificates of Satisfactory Completion for at least five (5) employees within 180 days, the entire amount of \$10,000 shall be due within 215 days of the effective date of this Agreement.

10.2. \$62,000 of the penalty is due and payable on the effective date of this Agreement.

10.3. Respondent's check shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent:

Florence Gharibian, Branch Chief
Glendale Office
Statewide Compliance Division
Department of Toxic Substances Control
1011 North Grandview Avenue
Glendale, California 91201

James J. Grace
Office of Legal Counsel
Department of Toxic Substances Control
1001 I Street, 23rd floor
P. O. Box 806
Sacramento, California 95812-0806

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

OTHER PROVISIONS

11.1. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

11.2. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by HSC section 25188 and other applicable provisions of law.

11.3. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and

parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

11.4. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

11.5. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

11.6. Compliance with Waste Discharge Requirements: Respondent shall comply with all applicable waste discharge requirements issued by the State Water Resources Control Board or a California regional water quality control board.

Dated: [11/02/01] _____
Signature of Respondent's Representative

Dated: [11/02/01] _____ Director of Integrated Support Services
Typed or Printed Name and Title
of Respondent's Representative

Dated: [11/07/01] _____ [original signed by Florence Gharibian] _____
Florence Gharibian, Branch Chief
Department of Toxic Substances Control